

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ILSE SANCHEZ and KARLA VELAZQUEZ,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

ALEXANDRA LOZANO IMMIGRATION
LAW PLLC and ALEXANDRA LOZANO

Defendants,

Case No.: 23-cv-1028

Hon. Judge Virginia Kendall

Hon. Magistrate Judge Susan Cox

PLAINTIFF’S MOTION FOR LEAVE TO FILE SUPPLEMENTAL AUTHORITY

Plaintiffs Ilse Sanchez and Karla Velazquez through their undersigned counsel seek leave to submit the attached hereto as Exhibit “A” in opposition to Defendants’ Motion to Compel Arbitration. In support of this motion, Plaintiffs state as follows:

1. On May 4, 2023, Defendants filed their Motion to Compel Arbitration.
2. On May 22, 2023, Plaintiffs filed their response in opposition to the motion.
3. On June 7, 2023, Plaintiffs and class representatives returned an executed settlement agreement to the National Labor Relations Board (“NLRB”) resolving their claims in that forum. The agreement had been previously executed by Defendant Alexandra Lozano Immigration Law, LLC.
4. Plaintiffs, *inter alia* in their surreply, have noted that the NLRB Agreement invalidates and makes unenforceable several provisions contained in the Employment Agreement at issue here. (Doc. # 30).

5. Footnote 1 of Plaintiffs' surreply clarified that the NLRB Agreement had not yet been approved by the NLRB. (Doc #30, p. 2). Since that time, the NLRB approved the Settlement Agreement and issued a Letter Soliciting Compliance, which is attached hereto as Exhibit A.

6. As Plaintiffs have argued, the NLRB Settlement Agreement has a significant impact on the Employment Agreement, namely in that it makes at least seven provisions in the Employment Agreement completely unenforceable as a result of being "unlawfully broad," something Illinois and Washington state courts have found makes even a contract with a severability clause to be unenforceable as a whole.

7. Furthermore, Defendants' participation in the settlement negotiations constitutes a waiver of the arbitration agreement

7. The approved Agreement contains even more detail surrounding Defendant's obligations and the provisions found to have been unenforceable and unlawfully broad as well as Defendants' participation insofar as it may constitute a waiver of their right to enforce the arbitration agreement at issued here.

8. Plaintiffs seek to make the approved NLRB Settlement Agreement a part of the record for this Court's consideration in deciding Defendants' Motion to Compel Arbitration as it provides the updated and approved settlement terms and additional detail as to the legality and unenforceability of certain provisions at issue in this matter, as well as Defendants' conduct in the proceedings. As such, will likely be helpful to the Court's analysis. *Jacobs, Jr. v. Guardian Life Ins. Co. of Am.*, 730 F. Supp. 2d 830, 844 (N.D. Ill. 2010).

WHEREFORE, Plaintiffs respectfully request that this Court enter an order granting leave to file the attached Approved Settlement.

Respectfully submitted,

Dated: July 18, 2023

By: /s/David Fish
One of Plaintiff's Attorneys

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